

CITY OF DAYTON, OHIO

AD # 07/17 & 7/24

INVITATION FOR BID
IFB No. 18052D

Division of Procurement
Room 514, CITY HALL
101 W. Third St.
DAYTON, OHIO 45402

CONVENTIONAL TRUCK CHASSIS, KNUCKLE BOOM CRANE AND UTILITY BODY

For Further Information Contact:

Donita Jo Garner, CPPB
Room 514, CITY HALL
101 W. Third St.
Dayton OH 45402
Phone No. 937-333-4035
Fax No. 937-234-1600

Date July 17, 2018

Melissa A. Wilson, CPPB
Purchasing Agent

SEALED BIDS MUST BE RECEIVED IN THE DIVISION OF PROCUREMENT OFFICE, ROOM 514 NO LATER THAN: **11:00 A.M. local (Dayton OH) time on August 9, 2018**

User Agency: Department of Water; Division of Water Reclamation
Req Number(s): 334WTWT8

Your sealed written bid is requested for the following: To establish a firm price for a Conventional Truck Chassis, Knuckle Boom Crane and Utility Body.

For additional information on this IFB, please contact the Division of Procurement, Donita Jo Garner at (937) 333-4035.

A copy of this bid may be found on the City's Website at: <http://www.daytonohio.gov/bids.aspx>

Submit one (1) signed original and two (2) copies of bid. All supplemental documentation shall be included with the original and all of the copies.

BIDDER IS REQUESTED TO USE THE CITY'S BID FORM ENCLOSED AS NONE OTHER WILL BE ACCEPTED.

LEGIBLE INFORMATION MUST BE GIVEN IN THE SPACES PROVIDED.

A copy of the Bid Tabulation may be obtained by contacting the Procurement office.

All federal, state, and local laws regarding competitive bidding, anti-competitive practices, and conflict of interest shall be applicable to this I.F.B. Bids are to include all shipping costs to the point of delivery as indicated above.

The City of Dayton is exempt from payment of federal excise taxes and state retail sales taxes (Ohio Vendor's License No. 57-15847).

Multi-year orders are valid only if funds are available in succeeding years.

State Manufacturer and Model No. of items you are bidding and send DESCRIPTIVE LITERATURE on same with your bid. Any brand names on our bid form are to establish quality levels and do not indicate preference.

The City of Dayton reserves the right to reject any or all bids, to waive any irregularities in a bid, or to accept the bid or bids which in the judgment of proper officials, is to the best interest of the City.

The City of Dayton reserves the right to accept a part or parts of a bid unless otherwise restricted in the bid. If you are not in a position to quote, advise to this effect so we may keep your name on our active bid list. We are not permitted to accept telephone bids or Fax bids.

BIDDER'S PLEASE NOTE: Your signed equal opportunity "Affirmative Action Assurance" form (available at Human Relations Council, 371 W. Second St., Suite 100, Dayton, Ohio 45402--Phone No. 937-333-1403) must be on file with the City of Dayton before an order or contract can be issued.

Please complete and return promptly to the Human Relations Council.

BID TO THE CITY OF DAYTON, OHIO
DIVISION OF PROCUREMENT
FAX NO. (937) 234-1600

Date: _____

Buyer: Donita Jo Garner Voice (937) 333-4035

I.F.B. No. 18052D

Note: FOB Destination; all prices bid to the City shall include all fees of transportation including inside delivery.

ITEM NO.	QTY.	U/M	DESCRIPTION	UNIT PRICE
-------------	------	-----	-------------	---------------

**CONVENTIONAL TRUCK CHASSIS, KNUCKLE BOOM CRANE
AND UTILITY BODY**

(Per Specifications Attached)

1.	1	Each	Conventional Truck Chassis, Knuckle Boom Crane and Utility Body Condition: New Model Year: _____ Mfr., Make, and Model bid: _____ Please specify the warranty period and coverage: _____ Delivery Date: _____ days after receipt of order.	\$ _____
----	---	------	--	----------

Bidder shall provide all product Summary and Specifications related to product(s) and Manufacturer's Warranty listed below with your company's bid response.

BIDDER IS REQUESTED TO USE THE CITY'S BID FORM ENCLOSED AS NONE OTHER WILL BE ACCEPTED.

THE UNDERSIGNED HEREBY CERTIFIES THAT ITEMS FURNISHED AS A RESULT OF THIS BID WILL BE IN FULL ACCORDANCE WITH THE CITY OF DAYTON SPECIFICATIONS APPLYING THERETO UNLESS EXCEPTIONS ARE STATED ABOVE.

"I certify the bidding entity complies with City of Dayton Ordinance #30829-09 and the City's Revised Code of General Ordinances Section 35.70 through 35.74 regarding Living Wages." [] YES [] NO

All delivery costs are included in this quotation regardless of F.O.B. designation.

Cash Discount Allowed: _____ % 10th Proximo.
Leave blank if your terms are Net 30 Days.

Delivery will be made within _____ calendar days after receipt of order.

Prices quoted will remain firm for acceptance with-in **90** calendar days after bid opening unless otherwise stated.

Bidding Company _____

Address : _____

City State Zip Code

Email address to send Purchase Order to: _____

By: _____
(Please Print or Type) Name and Title

Signature: _____

Phone No. _____ /FED. ID# _____

Fax No. _____

BID TO THE CITY OF DAYTON, OHIO

DIVISION OF PROCUREMENT

FAX NO. (937) 234-1600

Date: _____

Buyer: Donita Jo Garner Voice (937) 333-4035

I.F.B. No. 18052D

Note: FOB Destination; all prices bid to the City shall include all fees of transportation including inside delivery.

ITEM NO.	QTY.	U/M	DESCRIPTION	UNIT PRICE
-------------	------	-----	-------------	---------------

OPTIONAL EQUIPMENT LISTED BELOW TO BE PRICED AS INSTALLED

City may elect to purchase any options listed below.

Options selected shall be installed by the Bidder or Bidder's representative

2.	1	Each	Remote Controls	\$_____
	More or less		Option Code _____	
3.	1	Each	Bedliner	\$_____
	More or less		Option Code _____	
4.	1	Set	Side Steps	\$_____
	More or less		Option Code _____	
5.	1	Each	Mechanics Vise Bracket	\$_____
	More or less		Option Code _____	

OPTIONS

Service Manuals - Pricing

(1) Set of Manufacturer's service manuals complete with chassis, wiring diagrams, and electronics diagnosis sections. Please specify whether manuals are in paperback form or on CD.

1.	1	Each	Service Manuals	\$_____
	More or less		Type of Service Manuals Bid:	

2.	1	Each	Parts Catalog	\$_____
	More or less		Type of Parts Catalog Bid:	

Bidding Company: _____

FAX NO. (937) 234-1600

IFB No. 18052D

DESCRIPTION

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Bidding Company: _____



City of Dayton

Specifications
For a

CONVENTIONAL TRUCK CHASSIS,
KNUCKLE BOOM CRANE
AND UTILITY BODY

**Specifications
For
Conventional Truck Chassis,
Knuckle Boom Crane &
Utility Body**

It is the intent of these specifications to describe a Conventional Truck Chassis rated at a minimum of 15,000 pounds GVW to be equipped with a knuckle boom crane and utility body.

Submittal of a bid response shall represent that all equipment to be furnished is new and unused and that bidder assumes all responsibility for general design, construction, weight distribution and fitness for use by the City of Dayton, Division of Water Reclamation in their daily operations.

Bids submitted shall include a response on each and every entry blank provided in this specification with appropriate descriptions and explanations of the make, model, nature and type of equipment bid to be furnished and installed. Failure to respond to each entry blank or to adequately provide such descriptions and explanations may serve as the basis for rejection of (a) bid(s).

The omission of any standard feature description shall not alleviate the bidder from the responsibility of furnishing a complete unit with all standard components and functionalities of the manufacturer's latest improved model in current production.

The silence of these specifications as to any details, or the omission from them of a detailed description concerning any point shall be regarded as meaning that only quality material of the correct types, sizes and designs shall be used. All workmanship is to be of first quality. All interpretations of these specifications shall be made upon the basis of these statements.

These specifications shall be interpreted to define the minimally acceptable standards. If the proposed manufacturer's standard products do not fully comply with these specifications, but can be satisfy the minimum specifications by modification, such modifications must be stated in writing and submitted as part of the bid.

The successful bidder shall provide for manufacturer's authorized local warranty service (within 75 miles of the City of Dayton) for all components bidder provided and/or installed to complete the specified unit. Bidder shall furnish names of companies and person(s) to be contacted for warranty service. Acceptance of warranty offered shall be subject to approval of the Manager of the Division of Fleet Management. Warranty is an important factor of consideration in the City's determination of the lowest and best bid.

It shall also be the successful bidder's responsibility to advise the City's Fleet Manager of any and all deviation(s) from the bid(s) submitted as discovered in production or through the inspection of the various components prior to assembly.

It shall also be the successful bidder's responsibility to furnish a completed unit that will comply with all Federal, State and Local requirements governing design, noise levels, brakes, lights and safety features and be suitable for use in the stated intended purpose.

DELIVERY:

F.O.B. Terms are destination. The successful bidder shall assume responsibility for, but is not limited in its responsibility to, coordinate transportation, insure all components of the complete unit while in transport and until delivered to the City of Dayton.

The unit shall be delivered to the City of Dayton, Division of Fleet Management, 1010 Ottawa Street, Dayton, Ohio 45402. Federal Excise and Ohio Sales Tax Exemptions will be furnished to the successful bidder upon request. Line or production sheet shall be furnished at time of delivery.

**Specifications
For A
15,000 LB GVW
Conventional Truck Chassis**

Notice To All Bidders

It is required of all Bidders to respond in detail to each paragraph of this specification in the spaces provided. Failure to do so may be grounds for rejection of bid from consideration. Responses such as: 'Per attached specifications, see attached literature, as specified, meets specifications,' etc. shall not be considered adequate responses by the City and, therefore, may cause bid rejection.

TYPE:

It is the intent of these specifications to describe a fuel efficient, truck chassis suitable for mounting a knuckle boom crane and utility body. The unit bid shall be the current model in production and be equipped with all standard equipment as listed in the manufacturer's printed literature.

Any item that is standard equipment on the vehicle bid, but not specified below, is not to be removed from the vehicle. Manufacturer's disclaimers indicate that changes in product specifications may occur during the model year and they may reserve the right to do so without repercussion.

Make and model of unit bid:

C.A. DIMENSION & WHEEL BASE:

The chassis shall be suitable for mounting an approximately **9 foot utility body** and have a minimum **84 inch C.A.** or as required for the arrangement and configuration of the equipment bid.

C.A. dimension of unit bid _____

Wheel base of unit bid _____

GVW:

Minimum **15,000** pound GVW rating

GVW rating of unit bid _____

FRONT AXLE & SUSPENSION:

The front suspension shall have a minimum **5,000** pound rating with heavy duty shock absorbers and stabilizer bar.

Comply: Yes _____ No _____

Front axle rating of unit bid _____

REAR AXLE & SUSPENSION:

The rear axle and suspension shall be minimum **11,000** pound capacity with multi-leaf springs, heavy duty shock absorbers, and stabilizer. Rear axle ratio shall be approximately **4.3 to 1**.

Rear axle rating of unit bid _____

Rear axle ratio of unit bid _____

Comply: Yes _____ No _____

If no, state exception:

TIRES & WHEELS:

The unit shall be equipped with seven (7) minimum size **225/75R19.5F** tires with powder coated steel wheels. The front and spare tires are to be highway type tread design, and the four (4) rear tires to be of an "on and off" highway type tread design.

Description of tires bid:

ENGINE

Diesel having a minimum of **300** gross B.H.P. and **520** foot pounds torque equipped with the following:

- Full range governor
- Oil filter
- Magnetic drain plug
- Oil level sensor
- Fuel filter
- Heated fuel-water separator
- Engine oil cooler
- Fuel system hand priming pump
- Heavy-duty air cleaner with restriction indicator
- Heavy-duty cooling system with the standard thermostat
- Coolant protection to - 40 F.° using long life coolant
- Silicon cooling system hoses
- Thermostatically controlled clutch fan
- Charge air cooler, if turbo charged
- Automatic shut down system with override, warning light, and buzzer for high coolant temperature and low oil pressure
- Thermostatically controlled 110-volt engine block heater with a maximum rating of 1000 watts with a receptacle mounted in the front bumper

Displacement _____ HP _____ Torque _____

Comply: Yes _____ No _____

If no, state exception:

TRANSMISSION:

The transmission shall be a heavy-duty, minimum 5-speed automatic overdrive with a parking pawl, PTO provision capable of producing 40 H.P., and an auxiliary air to oil cooler.

Description of transmission bid:

CHASSIS:

- Power steering with an oil cooler
- Power anti-lock disc brakes on all wheels
- Largest fuel tank available
- Frame mounted front tow hooks

Comply: Yes _____ No _____

If no, state exception:

ELECTRICAL:

- Minimum, 140 amp alternator
- Minimum, 1400 CCA battery
- Daytime running lights
- Cab roof marker lights
- LED lights where available
- Cargo area lighting

Comply: Yes _____ No _____

If no, state exception:

BODY:

- Manufacturer's standard tinted glass in all windows
- Break-away type, outside heated rearview mirrors with convex spot mirrors, and adjustable arm mounts
- Cab painted the manufacturer's standard white

Comply: Yes _____ No _____

If no, state exception:

INSTRUMENTS AND ACCESSORIES:

The vehicle shall be equipped with all of the standard and/or optional equipment required for proper and safe operation of the unit including the following:

- Full instrument cluster including a speedometer, tachometer, hour meter, voltmeter, fuel level, coolant temperature, and oil pressure gauges with warning lights where available
- Manufacturers installed air conditioning with high output hot water heater with dual defrosters, fresh air vent with ventilation filter.
- AM/FM radio
- Two speed windshield wipers with adjustable intermittent wipe
- Heated windshield washers
- Cab dome light.
- Break-away type, outside heated rearview mirrors with convex spot mirrors, and adjustable arm mounts
- Dual electric horns
- 90 db electronic back up alarm
- Factory installed, integrated trailer brake controller
- Minimum two (2) factory installed accessory switches
- 12 volt accessory power outlet in the dash
- Dome lights

Comply: Yes _____ No _____

If no, state exception:

INTERIOR:

The unit shall be equipped with the manufacturer's heavy-duty interior that includes the following:

- Seating for three (3)
- Vinyl seat coverings (Color to be determined from available options)
- Storage box behind the seat
- Dual sun visors
- Seat belts equipped with retractors
- Driver and front passenger air bag restraint system Side impact air bags, if available (May be used to determine best bid)
- Heavy-duty door panels
- Neoprene floor coverings
- Ignition and doors keyed the same
- Four (4) sets of keys

Comply: Yes _____ No _____

If no, state exception:

RUSTPROOFING:

Complete unit treated by the Ziebart System, or approved equal. (To qualify as an approved equal, the process and material bid must adhere to the Ziebart specifications).

Comply: Yes _____ No _____

If no, or other than Ziebart, state exception or name and nature of the process bid:

WARRANTY:

Please provide the terms of the chassis manufacturer's standard warranty (May be used to determine the best bid):

OPTIONS

(1) Set of Manufacturer's service manuals complete with wiring diagrams, and electronics diagnosis sections. Please specify whether manuals are in paperback form or on CD.

Please provide the cost deduction or increase for the following:

MANUALS:

Chassis service manual including wiring diagrams Price: _____

Parts catalog Price: _____

Type of Service Manuals Bid:

**SPECIFICATIONS
FOR A
KNUCKLE BOOM CRANE**

NOTICE TO ALL BIDDERS

It is required of all Bidders to respond in detail to each paragraph of this specification in the space provided. Failure to do so may be grounds for disqualification of the bid. Such responses as: "Per attached specifications, see attached literature, as specified, meet specifications," etc. are considered inadequate responses and may cause bid disqualification.

TYPE:

It is the intent of these specifications to describe a multiple section, folding, self-storing type crane to be mounted on the truck frame behind the cab in front of the utility body. The crane shall be suitable for mounting on a minimum 15,000 lb. GVWR cab-chassis with dual rear wheels, an 84" C.A., and a 108" utility body. The mounting is to be accomplished in a manner that will allow for full rotation of the crane without interfering with cab or body.

Make and model of unit bid:

LIFTING CAPACITY:

The unit bid shall have a **rated lifting capacity of 27,000 ft./lbs.** as measured from the center line of rotation.

Lifting capacity of unit bid: _____

If no, state exception:

HORIZONTAL REACH:

The unit bid shall have a minimum total horizontal reach of **30** feet from the centerline of rotation. The first 19 feet of reach may only be accomplished by the use of hydraulic boom extensions with manual extensions permitted thereafter.

Total horizontal reach of unit bid:

ROTATION:

The unit bid shall be capable of providing **360°** non-continuous rotation. The rotational system shall be hydraulically driven with either a motor or cylinders.

Description of rotation and drive system bid:

OUTRIGGERS:

The unit shall be equipped with dual, operator controlled, hydraulically powered outriggers mounted at the crane. The outriggers shall be equipped with a locking device that prevents them from drifting out while the truck is in motion and a lockout system that prevents movement of the vehicle with the outriggers deployed.

Description of outriggers bid, including maximum spread:

HYDRAULIC SYSTEM:

The crane's hydraulic system shall include all standard equipment including the following:

- Reservoir of sufficient capacity to provide for efficient operation,
- Suction strainer and return filter with a restriction indicator,
- PTO driven hydraulic pump with overspeed protection properly matched to the application,
- Double acting cylinders with protective devices to check cylinder movement in the event of hydraulic failure,
- Overload protection or a capacity alert system,

- All other necessary equipment for the protection and efficient operation of the system.

Description of hydraulic system bid:

HYDRAULIC WINCH:

The unit shall be equipped with a hydraulically powered winch of the maximum capacity recommended by the crane manufacturer complete with maximum capacity, premium quality wire rope and all other equipment and accessories that may be required for safe and efficient operation.

Description of hydraulic winch bid:

CONTROLS:

The unit bid shall be equipped with dual controls mounted in a position easily accessible to the operator from either side of the truck. All controls shall be clearly marked to identify their functions.

Description of controls bid:

CRANE PAINT:

The crane may be painted the manufacturer's standard color.

Comply _____ yes _____ no

If no, state exception:

CRANE WARRANTY:

Crane manufacturer's standard warranty, one year preferred.

Crane warranty period of unit bid:

**SPECIFICATIONS
FOR A
HEAVY-DUTY UTILITY BODY**

NOTICE TO ALL BIDDERS

It is required of all Bidders to respond in detail to each paragraph of this specification in the space provided. Failure to do so may be grounds for disqualification of the bid. Such responses as: "Per attached specifications, see attached literature, as specified, meet specifications," etc. are considered inadequate responses and may cause bid disqualification.

BODY:

The chassis shall be equipped with a heavy-duty, six (6) compartment, utility body approximately 108 inches in an overall length that is mounted behind the knuckle boom crane. The body shall be suitable for mounting on the make and model chassis bid, a dual-rear wheel chassis with an 84 inch C.A.

The body shall be constructed of minimum 14 gauge, A-60 two-sided Galvanneal steel with a minimum 1/8-inch tread plate steel floor with all seams continuously welded. The body shell will be reinforced by the addition of 1/8 inch tread plate steel on compartment tops, backs, bulkhead and tailgate. In addition, the bed shall be equipped with three (3) D-rings on each side, evenly spaced, to secure cargo.

Example: Knapheide 700 Series Standard Service Body. The example is given as reference only to indicate desired compartmentation and construction.

Make and model of unit bid:

COMPARTMENT ACCESSORIES:

One compartment shall have four swivel type material hooks, suitable for hanging electrical cords, installed so that two are on the front side of the compartment and two are on the rear of the compartment. The exact compartment and location shall be determined at a pre-build conference.

Description of accessories bid:

DOORS:

The doors shall be of a double-paneled construction and assembled using spot welds and shall be constructed in such a manner as to create a V-channel to direct water away from the compartment. In addition, the door shall also have an automotive bubble type seal mounted on the door to keep dust and water out of the compartment and to prevent metal to metal contact between the door and door frame.

The doors shall be mounted using stainless steel hinges with stainless steel hinge pins. Furthermore, vertically mounted doors shall be equipped with a corrosion resistant spring over center device that holds the door at 90° when opened. Horizontally mounted doors shall be equipped with corrosion resistant chain supports at both ends of the door.

Comply: _____ Yes _____ No

If no, state exception:

LOCKS AND LATCHES:

The door locks and latches shall be stainless steel rotary locks with adjustable strikers and high quality lock cylinders that are all keyed alike with four keys provided. The door locks and latches shall be riveted and sealed to the door to prevent water intrusion.

Comply: _____ Yes _____ No

If no, state exception:

CENTRAL LOCK SYSTEM:

The utility body shall be equipped with a manual master locking system that simultaneously locks an entire compartment side.

Description of the lock system bid:

FUEL FILL:

The body shall be equipped with a non-corrosive fuel filler cup.

Comply: _____ Yes _____ No

If no, state exception:

NOTE:

All of the wiring and lighting components in the following paragraphs shall be abrasion, corrosion, oil and grease resistant cables of sufficient length to make the originating connection in the truck cab or at the standard chassis connection and the terminating connection at the lighting component.

VEHICLE LIGHTING:

The vehicle's rear lighting system shall be equipped with recessed LED lights of proven design and performance and comply with all Federal Motor Vehicle Safety Standards. The system shall include brake lights, turn signals, parking, backup and license plate lights (the license plate light may contain an incandescent bulb.)

Description of the vehicle lighting bid:

UTILITY BODY INTERIOR LIGHTING:

Each compartment will be illuminated by a single switched LED light or strip lighting across each compartment opening. The body lighting shall be connected to master accessory switches that are provided in the chassis.

Description of utility body interior lighting:

AMBER WARNING LIGHT SYSTEM:

The vehicle shall have Whelen-brand LED Amber corner strobes installed on all four corners. Light system components shall be mounted in a manner to promote maximum visibility during operations

Description of the emergency lighting bid:

BUMPER:

The unit shall be equipped with a heavy-duty treadplate step-bumper equipped with a recessed pintle ball trailer hitch, D-rings, and trailer wiring connector. The vehicle's integrated trailer brake controller and lights shall be connected to a 7-way, blade style trailer connector (Draw-Tite #18030 or equivalent). The bumper and towing components shall be rated at a minimum 16,000 pounds capacity and be painted gloss black.

Comply: _____ Yes _____ No

If no, state exception:

PAINT:

All manufactured ferrous equipment attached to the chassis or body shall be sand or media blasted to remove all mill scale, oils, dirt, rust, shipping primer and/or other contaminants from the steel surfaces.

Items attached to the frame shall be thoroughly primed and painted gloss black.

All of the body surfaces including the interior of the compartments and enclosure shall be prepared with an acrylic E-coat primer that is applied by submerging the body. The underside of the body and wheel wells shall be protected with a rubberized undercoating. The exterior of the body and inside of the compartments shall be painted white to match the cab with a high quality polyurethane finish, consisting of approximately 2-3 mils dry film build paint. (High quality powder coating may be substituted for paint.)

All finished surfaces shall be smooth, shiny, and free of runs, overspray, and/or other defects.

Finish and corrosion warranty bid:

DOCUMENTS AND WARRANTY**BILL OF MATERIALS:**

The unit shall be delivered complete with a comprehensive Bill of Materials that lists all the components used in the construction of the unit. The Bill of Materials shall list a description of the part, part number and, where applicable, the original manufacturer's part number, if the component was purchased from a source other than the final manufacturer.

Comply: _____ Yes _____ No

If no, state exception:

MANUALS:

Two complete sets of parts and service manuals shall be delivered with the unit.

Comply _____ yes _____ no

If no, state exception:

WARRANTY:

The unit and all components shall be covered by a full written warranty covering defects in materials, workmanship and fitness for use for a minimum period of one year.

Description of other warranties than those previously stated:

OPTIONAL EQUIPMENT

Please quote the availability and the additional cost per item to equip the unit bid with the following options.

REMOTE CONTROLS:

Price: _____

A wireless remote control system capable of providing full crane control at distances up to 20 feet. The system's pendant shall be equipped with a strap so that it can be suspended from the operator's neck.

Description and cost of the remote control bid:

BEDLINER:

Price: _____

The floor and inside sides of the truck bed shall have a Rhino brand, or acceptable equal, spray-on bedliner applied. (To qualify as an acceptable equal, the process and material bid must adhere to the Rhino brand specifications).

Description:

SIDE STEPS:

Price: _____

The vehicle shall be equipped with 3" stainless steel cab length nerf bars. The nerf bars shall be appropriate for the make and model of the truck.

Description:

MECHANICS VISA BRACKET:

Price: _____

The utility body's bumper shall be equipped with a Mechanics Vise Bracket. Location of owners choice. Constructed of 3/16" steel, the vise bracket is designed to be used in conjunction with treadplate and Galva-grip bumpers. Adjustable in increments of 1", the bracket can be elevated from 2" to 8" above the top of the bumper. The mounting surface is pre-punched to accommodate a 3-1/2", 4" and 4-1/2" Wilton vise.

Description:

TERMS AND CONDITIONS

1. **BILLING:** All goods or services must be billed to THE CITY OF DAYTON, OHIO and at prices not exceeding those stated on the Purchase Order. If prices or terms do not agree with quotation, notify the City of Dayton, Division of Purchasing, immediately.
2. **INVOICE:** All invoices must be in duplicate and must be forwarded to the City of Dayton at the address shown on the Purchase Order. Each Purchase Order must be invoiced separately. Invoices for partial shipments will be accepted; final invoice must indicate completion of order.
3. **CASH DISCOUNTS:** All cash discount terms will be effective from date of actual receipt and acceptance of the items purchased, or from receipt of correct and acceptable invoice, whichever is later.
4. **F.O.B.:** Destination (City of Dayton, Ohio) with delivery to the specified Department at the specified street address. **NO COLLECT FREIGHT SHIPMENTS WILL BE ACCEPTED.** All quotations are solicited on a delivered price basis. When, in rare instances, the City accepts a quotation not including all shipping charges, your claim for reimbursement must be itemized on the invoice and supported with a copy of the original freight bill.
5. **TAXES:** The City of Dayton is exempt from payment of Federal excise taxes and State retail sales taxes. The City of Dayton's Federal Exemption Certificate is No. 31-73-0546K and Ohio Vendor's License No. is 57-15847. The Vendor is responsible for all Social Security taxes and Workers' Compensation contributions for the Vendor or any of the Vendor's employees.
6. **DELIVERIES:** All deliveries on this order must be in full accordance with specifications, properly identified with the Purchase Order number, and must not exceed the quantities specified.
7. **CANCELLATION:** The City of Dayton reserves the right to cancel this order by written notice if the Vendor does not fulfill its contractual obligations with respect to timeliness and/or quality.
8. **DEFAULT PROVISIONS:** In case of default by the Vendor, the City of Dayton may procure the items from other sources, and the Vendor shall be responsible for any excess costs occasioned thereby.
9. **NO VERBAL AGREEMENTS:** The City of Dayton will be bound only by the terms and conditions of this order and will not be responsible for verbal agreements made by any other officer or employee of the City of Dayton.
10. **PATENT AND COPYRIGHT INFRINGEMENTS:** It is hereby understood that by acceptance of this order, the Vendor agrees to defend, indemnify, and save harmless the City of Dayton, Ohio, its officers, agents and employees from any and all loss, costs or expense on account of any claim, suit or judgment as a result of, caused by, or incidental to any patent, copyright or trademark infringement and/or royalty, actual or claimed, because of the use or disposition by said City of any article enumerated on this order and sold to said City pursuant to this order.
11. **APPLICABLE LAWS:** The Vendor warrants that the items and their production or completion shall not violate any federal, state or local laws, regulations or orders.
12. **INSPECTION:** The City of Dayton may inspect the items ordered hereunder during their manufacture, construction and/or preparation at reasonable times and shall have the right to inspect such items at the time of their delivery and/or completion.
13. **WARRANTY:** The Vendor warrants all items delivered hereunder to be free from defects of material or workmanship, to be of good quality, and to conform strictly to any specifications, drawings or samples which may have been specified or furnished by the City of Dayton, and the Vendor further warrants that the Vendor will have good title to the items free and clear of all liens and encumbrances and will transfer such title to the City of Dayton. Said warranties shall not negate or limit any implied warranties of merchantability or fitness. This warranty shall survive any inspection, delivery, acceptance or payment by the City of Dayton.
14. **RISK OF LOSS:** Title and risk of loss to and with respect to the items shall remain in the Vendor until the items in a completed state have been delivered to and accepted by the City of Dayton or to an agent or consignee duly designated by the City of Dayton at the location specified on the face hereof, items which are to be shipped shall be shipped F.O.B. destination unless otherwise specified by the City of Dayton. A packing slip must accompany each such shipment and if a shipment is to a consignee or an agent of the City of Dayton, a copy of the packing slip shall be forwarded concurrently to the City of Dayton. If no such packing slip is sent, the count or weight by the City of Dayton or its agent or consignee is agreed to be final and binding on the Vendor with respect to such shipment.
15. **SAVE HARMLESS:** The Vendor shall indemnify and hold the City of Dayton, its agents, consignees, employees, and representatives harmless from and against all expenses, damages, claims, suits, or liabilities (including attorney's fees of the City of Dayton) of every kind whatsoever by reason of, or in any way connected with accidents, occurrences, injuries or losses to or of any person or property which may occur before or after acceptance of the completed items by the City of Dayton upon or about or in any way due to or resulting from, in whole or in part, the preparation, manufacture, construction, completion, and/or delivery of the items, including such as are caused by a subcontractor of the Vendor and excluding only such as are caused by the negligence of the City of Dayton other than where the City of Dayton's negligence consists of its failure to discover a condition caused or permitted to exist by the Vendor or any subcontractor.
16. **INSURANCE:** If requested by the City of Dayton, the Vendor shall maintain policies of liability insurance of such types and such amounts and with such companies as may be designated by the City of Dayton, which policies shall be written so as to protect the City of Dayton and the Vendor from the risks enumerated in Section 15. Such policies of insurance shall not be cancellable except upon thirty (30) days written notice to the City of Dayton and proof of such insurance shall be furnished by the Vendor to the City of Dayton. In addition, such policies shall protect all subcontractors of the Vendor. The Vendor agrees to make prompt written report to the insurance company involved of all accidents, occurrences, injuries or losses which may occur and of any and all claims made against the persons insured under said policies.
17. **SPECIFICATIONS CONFIDENTIAL:** Any specifications, drawing, notes, instructions, engineering notices or technical data referred to in this Purchase Order shall be deemed to be incorporated herein by reference the same as if fully set forth. The City of Dayton shall at all times retain title to all such documents and the Vendor shall not disclose such to any party other than the City of Dayton or a party duly authorized by the City of Dayton. Upon the City of Dayton's request or upon completion and delivery of the items the Vendor shall promptly return all such documents to the City of Dayton.
18. **EXAMINATION OF PREMISES:** If work is to be performed hereunder on the premises of the City of Dayton, the Vendor represents that it has examined the premises and any specifications or other documents furnished in connection with the items and that it has satisfied itself as to the condition of the premises and site and agrees that no allowance shall be made in respect of any error as to such on the part of the Vendor.
19. **CLEANING OF PREMISES:** If work is to be performed hereunder on the premises of the City of Dayton, the Vendor shall at all times keep the premises free from accumulation of waste material or rubbish. At the completion of the items the Vendor shall leave the premises and the items broom-clean.
20. **EQUAL EMPLOYMENT OPPORTUNITY, R.C.G.O. Sec. 35.14:** (a) The Vendor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, place of birth, age, marital status, or handicap with respect to employment, upgrading, promotion or transfer, recruitment or recruitment advertising, lay-off, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. (b) It is expressly agreed and understood by Vendor that R.C.G.O. Sec. 35.14 constitutes a material condition of this contract as fully as if specifically rewritten herein and that failure to comply therewith shall constitute a breach thereof entitling the City to terminate the contract at its option.
21. **AGREEMENT TO BE EXCLUSIVE:** This Purchase Order contains the entire agreement between the parties and supersedes all other agreements between them. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Purchase Order or any representation inducing the execution and delivery of this Purchase Order except such representations as are specifically set forth herein, and each party acknowledges that it has relied on these representations in connection with its dealings with the other.
22. **GOVERNING LAW:** This Purchase Order, the performance under it, and all suits and special proceedings under it shall be construed in accordance with the laws of the State of Ohio. In any action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Purchase Order, the laws of the State of Ohio shall be applicable and shall govern to the exclusion of the laws of any other forum, without regard to the jurisdiction in which the action or special proceeding may be heard.
23. **ADDITIONAL RIGHTS:** Any rights or remedies granted to the City of Dayton in any part of this Purchase Order shall not be exclusive of, but shall be in addition to, any other rights or remedies granted in another part of this Purchase Order and any other rights or remedies that the City of Dayton may have at law or in equity in any such instance.
24. **PRODUCT MANUFACTURE LABOR STANDARDS:** Products and services provided for in this Purchase Order cannot be produced under "Sweatshop" Conditions as defined in Informal Resolution No. 301-97 as adopted by the Commission of the City of Dayton. The City of Dayton encourages vendors, contractors, Enterprise Zone employers and other organization doing business with the City of Dayton to use their best efforts to pay a living wage to their employees in accordance with Informal Resolution No. 321-98 as adopted by the Commission of the City of Dayton.
25. **CONTRACTOR:** Contractor acknowledges its employees are not public employees for purpose for Ohio Public Employees Retirement System ("OPERS") membership.

AFFIRMATIVE ACTION ASSURANCE

NOTE: Prior to any award on this bid the vendor(s) must have a current Affirmative Action Assurance Form on file and approved by the City of Dayton Human Relations Council.

If you have a current approval, please enclose a copy with your bid.

If you do not have a current approval, or are not sure if you do, please contact the Human Relations Council at 937/333-1403 or by following instructions at link:
<http://daytonhrc.org/business-technical-assistance/affirmative-action-assurance/affirmative-action-assurance-application>.

If you are notified by the City of Dayton that your company does not have a current "AAA" approval, you will have five (5) working days to obtain the approval. Failure to obtain this approval within five (5) working days may be cause for rejection of your bid(s).

**CITY OF DAYTON, OHIO
PROCUREMENT ENHANCEMENT PROGRAM (PEP) PREFERENCE FORM**

Ordinance #31023-10 (hereinafter referred to as 'the Ordinance') passed by the Dayton City Commission provides for a Dayton Local Business and MBE, WBE or SBE Bidder Preferences for Goods and Services purchased by the City of Dayton as defined in section 35.42 of the Revised Code of General Ordinance (R.C.G.O.). Excerpts of the ordinance are provided for your information.

The rules and regulations adopted by the City for the administration of this ordinance require that bidders claiming Preference complete this form for each bid.

Failure to properly complete and return this form may result in not being qualified to receive preference under the Ordinance.

If I am a: **1. Local and certified MBE, WBE or SBE 10%**
 or 2. Local and not certified MBE, WBE or SBE 5%
 or 3. Certified and not local 5%

If my bid is within the above percentage of the lowest bid submitted, I agree to reduce my bid to match the lowest bid

Check one ☐ **Yes** ☐ **No** ☐ **Please contact me**

PREFERENCE CLAIMED - check one or both ☐ Dayton Local Bus. ☐ Certified MBE, WBE, or SBE

NOTE if claiming local preference, the business location must meet the definition of a Dayton Local Business.

NOTE if claiming Certified M/W/SBE preference, the business must submit a current copy of the City of Dayton HRC certification letter with the bid.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

COUNTY: _____ STATE: _____ ZIP CODE: _____

FEDERAL I.D. NO.: _____

If incorporated. If a sole proprietorship, use Social Security number of owner.

TESTIMONY AND AUTHORIZATION

The undersigned, on behalf of the aforementioned business concern, hereby authorizes the City of Dayton Department of Finance, Division of Taxation to provide proof of situs pursuant to the Ordinance (#31023-10), to the city of Dayton Division of Purchasing. In so doing, I authorize the Division of Taxation to disclose such records as may be necessary to establish qualifications for local preference as required by the Ordinance or any subsequent rules and regulations adopted in the administration of the Ordinance. I, on behalf of the aforementioned business concern, hereby release the City of Dayton and its officers, employees, or agents from any and all liability for the disclosure of any information establishing these qualifications. If applying as a Dayton Local Business, I attest to the fact that the business is physically located within the corporate limits and boundaries of the City of Dayton, Ohio. By affixing my signature to this form, I also attest that I am a duly authorized agent of the aforementioned business concern.

Type or Print Agent Name

Agent Signature and Date

Form LP29572-98 Rev 10-7-10

Excerpts from ORDINANCE #31023-10

Establishing a Dayton Local Business and MBE, WBE or SBE Bidder Preferences for Goods and Services

Section 1. Definitions

- (a) **“Dayton Local Business”** hereafter called City Bidder, is a business as defined in Section 35.35 of the Revised Code of General Ordinances (R.C.G.O.) who is a business located within the corporate limits of the City that has filed or paid a payroll or earnings tax in the most recent calendar quarter and is a taxpayer in good standing with the City of Dayton.
- (b) **“Minority Business Enterprise (MBE)” or “Women Business Enterprise (WBE)” or “Small Business Enterprise (SBE)”** as certified through the City’s Human Relations Council and as defined by 35.35 of the R.C.G.O.
- (c) **“Goods”** All things, including specially manufactured goods, which are movable at the time of identification to the contract for sale, other than the money in which the price is to be paid, investment securities and things in action, and excluding land or a permanent interest in land
- (d) **“Services”** Those services within the scope of the practices included within professional services and general services.

Section 2. Intent

The intent is to expand the City’s ability to provide a revenue neutral program, while allowing flexibility in the award process to include and prefer those companies qualified for the preference. In order to receive the preference, the business must be within the stated percentage and willing to reduce their bid.

Preferences will be given in the following order:

Step 1) 10% preference for a business that is local AND certified,

Step 2) If no business meets the above criteria, THEN a 5% preference for a non-certified local business may be granted,

Step 3) If no business meets either of the above criteria, THEN a 5% preference for a non-local certified business may be given.

Section 3. Applying Local & Certified Preference Example

Bid Responses:

Bidder A: Not a certified and not a Dayton local business bids: \$100

Bidder B: Certified (MBE, WBE, or SBE) and Dayton Local Business bids: \$110

Bidder C: Not certified but is a Dayton Local HUB Zone Business bids: \$105

Bidder D: Not certified, but is a Dayton Local Business (non HUB) bids: \$105

Bidder E: Certified, but is not a Dayton Local Business bids: \$104

In step one, Purchasing would first contact Bidder B a Dayton Local & Certified Business (since they are within 10% of the low bid), to determine if they would be willing to match the price of the low bid. If “Yes”, then Bidder B is awarded the contract at \$100, if “No”, Purchasing would move onto the next criterion.

In step two, we have a tie between two Dayton local businesses (Bidder C and Bidder D), who are both within 5% of the low bid. The tie would be broken in favor of the Dayton Local business that is a qualified Dayton HUB Zone business. Purchasing would contact Bidder C to determine if they would be willing to match the price of the low bid. If “Yes”, then Bidder C is awarded the contract at \$100, if “No”, Purchasing would move onto the other Dayton Local business, Bidder D. Again Purchasing would contact Bidder D to determine if they would be willing to match the price of the low bid. If “Yes”, then Bidder D is awarded the contract at \$100, if “No”, Purchasing would move onto the next Criterion.

For step three, we have Bidder E who is certified through the City of Dayton as an MBE, WBE or SBE and within 5% of the low bidder, but is not a Dayton Local Business. Purchasing would contact Bidder E to determine if they would be willing to match the price of the low bid. If “Yes”, then Bidder E is awarded the contract at \$100, if “No”, Purchasing would have exhausted all possible preferences and would award to Bidder A the low bid of \$100.

Section 4. Ties

When ranking qualifying businesses, In the event of a tie between two (2) or more Dayton Local Business bidders that are certified MBE, WBE or SBEs, ties will be broken through a lottery method until the winner remains. In the event the event of a tie between two Dayton Local Businesses, the tie shall be broken in favor of a Dayton Local Business that is also SBA HUBZone Certified. In the event of a tie between two (2) or more certified MBE, WBE or SBE bidders, ties will be broken through a lottery method until the winner remains.

Section 5. City Manager Authorization

The City Manager or designee may promulgate rules and regulations to implement this ordinance provided they are not inconsistent with the expressed provisions of this ordinance.

Section 6. Severability

This ordinance may be subject to the application of the laws of the State of Ohio or the United States of America, which may preempt all, or a portion of this ordinance.

Section 7. Expiration

Pending City Commission approval this ordinance shall expire September 29, 2020.

PRODUCT MANUFACTURE LABOR STANDARDS
VENDOR COMPLIANCE FORM

By informal resolution 301-97, the City of Dayton is prohibited from purchasing, leasing, renting or taking on consignment goods for use or for resale by the City which were produced under sweatshop conditions.

The City of Dayton requests the following information concerning the products you intend to provide to the City as a result of this bid. This information will allow us to determine your products' compliance with the standards outlined in informal resolutions 301-97.

We require that you make a good faith effort to ascertain the following about the factories which manufacture the products you intend to supply to the City and that you make information available to us for our verification of your claims.

- A. Child Labor. The factory or producer does not employ anybody younger than the legal age as established by the jurisdiction in which such factory or producer is located for children to work or participate in the production.
- B. Forced Labor. The factory or producer does not use forced labor of any kind-prison labor, indentured labor or bonded labor. However, goods produced by prisoners and/or patients as part of a formal rehabilitation or treatment program shall not be considered "forced labor" under the terms of this section.
- C. Wages and Benefits. The factory or producer pays and/or provides at least the minimum wages and/or benefits as required by law in the jurisdiction in which the factory or producer is located.
- D. Hours of Work. Employees are not required to work more hours than the maximum allowed by law for the jurisdiction in which the factory or producer is located.
- E. Worker Rights. The factory or producer makes available to its employees such rights and procedures as required by law for the jurisdiction in which the factory or producer is located.
- F. Health and Safety. The factory or producer provides at least the minimum safe and healthy working environment as required by law for the jurisdiction in which the factory or producer is located.
- G. Notice to Employees. The factory or producer provides any and all applicable notices to its workers as required by law for the jurisdiction in which the factory or producer is located.

This compliance form must be submitted with your bid. If at any time your products are found to be out of compliance with these standards, or if you refuse to provide information to the City for our verification of compliance, the City reserves the right to terminate contracts for those products.

City of Dayton Ref. No.: _____

Bidding Company: _____

Address: _____

Signature/Title: _____

Federal I.D.#: _____

Phone No.: _____

Fax No.: _____